

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): October 6, 2015

EVOKE PHARMA, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware
**(State or Other Jurisdiction
of Incorporation)**

001-36075
**(Commission
File Number)**

20-8447886
**(IRS Employer
Identification No.)**

505 Lomas Santa Fe Drive, Suite 270
Solana Beach, California
(Address of Principal Executive Offices)

92075
(Zip Code)

Registrant's telephone number, including area code: (858) 345-1494

(Former Name or Former Address, if Changed Since Last Report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

On October 5, 2015, Evoke Pharma, Inc. (the “Company”) entered into a Second Amendment to the Loan and Security Agreement with Square 1 Bank dated May 28, 2014 (the “Second Amendment”), extending the interest-only payment terms an additional twelve months. All other terms and provisions of the credit facility remain unchanged.

The Second Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K, is incorporated herein by reference. The foregoing description of the Second Amendment does not purport to be complete and is qualified in its entirety by reference to such exhibit.

Item 2.02 Results of Operations and Financial Condition.

As a result of cash management and At-The-Market equity placements under its At Market Sales Agreement (the “Sales Agreement”) with MLV & Co. LLC, the Company had \$10.7 million in cash as of September 30, 2015, an increase of \$0.8 million from June 30, 2015. This amount is unaudited and preliminary and is subject to completion of financial closing procedures. As a result, this amount may differ from the amount that will be reflected in the Company’s financial statements as of and for the quarter ended September 30, 2015.

The information in this Item 2.02 shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such a filing.

Item 8.01 Other Events.

The Company estimates that its cash as of September 30, 2015 should be sufficient to fund its operations through October 2016. For the nine months ending September 30, 2015, the Company has sold 932,237 shares of common stock at a weighted average price per share of \$4.93 pursuant to the Sales Agreement and received proceeds of approximately \$4.5 million, net of commissions and fees.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Second Amendment to Loan and Security Agreement dated October 5, 2015

Forward-Looking Statements

This report contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 that involve risks, uncertainties and reflects the Company’s judgment as of the date of this report. Such forward-looking statements include cash estimates and statements regarding the sufficiency of Evoke’s cash resources to fund operations through October 2016. Such forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from predicted or expected results. Such risks and uncertainties include, but are not limited, to potential changes in estimated cash based on the completion of financial closing procedures and release of complete third quarter 2015 results and the risk that the Company may spend its available cash faster than it anticipates. These forward-looking statements are made only as the date hereof, and, except as required by law, the Company undertakes no obligation to update or revise the forward-looking statements, whether as a result of new information, future events or otherwise.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

EVOKE PHARMA, INC.

Date: October 6, 2015

By: /s/ Matthew J. D'Onofrio
Name: Matthew J. D'Onofrio
Title: Executive Vice President,
Chief Business Officer and Secretary

Exhibit Index

Exhibit No.		Description
10.1	Second Amendment to the Loan and Security Agreement dated October 5, 2015	

**SECOND AMENDMENT
TO
LOAN AND SECURITY AGREEMENT**

This Second Amendment to Loan and Security Agreement (the "**Amendment**"), is entered into as of October 5, 2015, by and between SQUARE 1 BANK ("**Bank**") and EVOKE PHARMA, INC. ("**Borrower**").

RECITALS

Borrower and Bank are parties to that certain Loan and Security Agreement dated as of May 28, 2014 (as amended from time to time, the "**Agreement**"). The parties desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1) The following defined terms set forth in Exhibit A are hereby amended and restated, as follows:

"Availability End Date" means November 28, 2016.

"Term Loan Maturity Date" means November 28, 2018.

- 2) Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Borrower ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the Agreement.
- 3) Borrower represents and warrants that the representations and warranties contained in the Agreement are true and correct in all material respects as of the date of this Amendment (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date).
- 4) This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.
- 5) As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:
- a) this Amendment, duly executed by Borrower;
 - b) payment of a \$2,500 facility fee, which may be debited from any of Borrower's accounts;
 - c) payment for all Bank Expenses incurred through the date of this Amendment, including Bank's expenses in the documentation of this Amendment, which may be debited from any of Borrower's accounts; and

d) such other documents and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

EVOKE PHARMA, INC.

SQUARE 1 BANK

By: /s/David A. Gonyer
Name: David A. Gonyer
Its: President and CEO

By: /s/Evan Travis
Name: Evan Travis
Its: Vice President

[Signature Page to the Second Amendment to Loan and Security Agreement]

Evolve Pharma, Inc. – 2nd Amendment to LSA